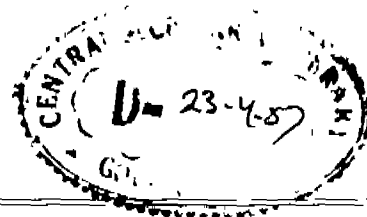




PUBLISHED BY AUTHORITY

SIMLA, SATURDAY, APRIL 20, 1957



PART IV

Advertisements and Notices by Private Individuals and Corporations

INDIAN AIRLINES CORPORATIONS

NOTIFICATION

In exercise of powers conferred by clause (g) of sub-section (2) of section 45 of the Air Corporations Act, 1953 (27 of 1953), the Indian Airlines Corporation, with the previous approval of the Central Government, hereby makes the following regulations, namely:—

1. These regulations may be called the Indian Airlines Corporation (Conditions of Carriage) Regulations, 1957.

2. The passenger ticket is valid only for the service leaving on the specified date of departure and shall not be transferable. No claim for refund of the fare paid for the carriage shall be entertained by the Corporation when a passenger for whom reservation has been made for a particular service does not arrive or arrives late for the journey by that service.

3. In the case of children, under 12 years of age travelling unaccompanied, the written consent of the legal guardian shall be required.

4. Passengers must present themselves at the Corporation's office in accordance with the instructions contained on the ticket, or elsewhere if so required by the carrier. Passengers reporting after the time stipulated in that behalf may be refused accommodation and in such cases, their fares shall be forfeited in accordance with the cancellation rules for the time being in force.

5. The carrier reserves to itself the right, without assigning any reason, to cancel or to delay the commencement or continuation of the flight or to alter the stopping place or places or to deviate from the route of the journey without thereby incurring any liability in damages or otherwise to the passengers on any ground whatsoever. The carrier also reserves to itself the right to refuse to carry any person whom it considers unfit to travel.

6. If there is any question of the aircraft being overloaded, the person or persons authorised by the carrier to supervise the loading of aircraft shall decide which passengers or articles shall be off-loaded and such decision shall be binding.

7. Carriage of passengers and their property or baggage or both shall be governed as follows:—

(a) "International carriage" as defined by the Convention of Warsaw of 12th October, 1929, for the unification of certain rules relating to International Carriage by Air, is subject to the rules relating to liability established by the said Convention. The expressions "High Contracting Parties" and "High Contracting Party" used in articles 1 and 28 of the said Convention shall mean states and territories, which are bound by the said Convention either through ratification or adherence.

(b) In all cases in which the carriage is NOT governed by the said Convention every passenger and his property or baggage or both shall be carried at the passenger's own risk and the Carrier, not being common carrier, shall not accept the obligation or liability of a common carrier and shall be exempted from any liability under the law whether to the passenger or to his dependants, next of kin

or other legal representatives in case of death, injury or delay to the passenger or non-completion of the flight or damage or loss or detention of the property or baggage of the passenger from any cause whatsoever including negligence or default of pilots, agents, flying, ground and other staff or employees of the carrier or breach of statutory or other regulations whether in the course of the journey, or prior, or subsequent thereto and whether while the passenger, his property or his baggage be on board the aircraft or otherwise.

(c) Acceptance of a ticket shall mean that the passenger holds the carrier indemnified against all claims, suits, actions, proceedings, damages, costs, charges or expenses in respect of or arising out of or in connection with such carriage or other ancillary services or operations of the carrier, whether caused or occasioned by any act, neglect or default of the carrier, its servants or agents or employees as aforesaid or otherwise howsoever and that the passenger renounces for himself, his heirs, dependants, next of kin or other legal representatives, all rights or claims against the carrier for compensation for damage, injury or death sustained on board the aircraft or in the course of any of the operations of flight, embarking or disembarking or in the course of any other ancillary operation or service of the carrier incidental to the carriage, cause directly or indirectly to the passenger or his belongings, or to persons who, except for this condition, might have been entitled to make a claim whether such damage, injury or death be caused or occasioned by any act, neglect or default of the carriage, its servants, agents or employees or otherwise howsoever.

(d) The obligation of the carrier is expressly limited to the journey between the airports of departure and destination and shall not in any event subsist previous or subsequent thereto, and in particular, no part of any journey undertaken by the passenger, whether such journey be by land or water-borne or air-borne, previous or subsequent to the carriage specified on the ticket, shall be deemed to form part of such carriage.

(e) The passenger shall comply with all Government rules regulations, promulgations or notifications for the time being in force and as may be introduced from time to time and shall fulfil all requirements of law and present all exits or entry or other documents required by law and shall not be entitled to any refund of the fare paid in the event of non-performance of the journey arising out of any cause directly or indirectly attributable to his failure to comply with such rules regulations etc. of the Govt. or law. The passenger shall also observe the instructions of the carrier, its agents, servants or employees concerning all matters connected with the carriage, but no agent, servant or employee of the carrier shall have authority to waive any provision of these regulations.

(f) The carrier shall not accept for carriage passengers' property or baggage or both with a special declaration of value at delivery but may, on demand, effect insurance of the property or baggage on

behalf of and at the expense of passengers provided such facilities be readily available at the particular point of departure.

- (g) The ticket issued by the Corporation shall be subject to the rules of cancellation made by the Corporation for the time being in force which may be seen at any office of the Corporation on request.
- (h) Receipt without complaint of property or baggage on the termination of the journey shall be *prima facie* evidence that the property or baggage has been delivered correctly and in good condition.
- (i) Any action against the carrier shall be brought only in the Court of the State or territory in which the principal place of business of the Corporation is situated.

Secretary
Indian Airlines Corporation

LOST

The Government Promissory Note(s) No.(s) CA140608 and CA140555 of the three per cent Con. Loan of 1946 for Rs. 1,000 and Rs. 5,000 respectively originally standing in the name of Prosad Das Boral & Bros. and last endorsed to Gopewar Pal and Padmabati Pal or either the proprietor(s) by whom they were never endorsed to any other person, having been lost, notice is hereby given that payment of the above note(s) and the interest thereupon have been stopped at the Public Debt Office, Reserve Bank of India, Calcutta, and that application is about to be made for the issue of duplicate(s) in favour of the proprietor(s). The public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

Signature of the Advertiser—(1) GOPESWAR PAL.

(2) PADMABATI PAL.

Residence—Beltola, Choumatha, Chinsura, Dist. Hoogly.

LOST

The undernoted Government Promissory Notes of the 3½ per cent Bonds of 1962 standing in the name of the State Bank of India, the proprietors, by whom they were never endorsed to any other person having been lost, notice is hereby given that the payment of the above notes and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Madras and that application is about to be made for the issue of duplicates in favour of the proprietors. The public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

No.	Amount Rs.	Original Holder	Last endorsed to
MS000266	500/-	State Bank of India	Not endorsed
MS000267/269	1,000 each	do.	do.
MS000270/277	25,000 each	do.	State Bank of India

Name of the Advertiser—STATE BANK OF INDIA,
Address—Alleppey.

LOST

The Government Promissory Note No. CA 009899 of the 3 per cent loan of 1949—52 for Rs. 500 originally standing in the name of Imperial Bank of India and last endorsed to Khetaram Khemka the proprietor by whom it was never endorsed to any other person, having been lost, stolen or destroyed, notice is hereby given that payment of the above note and the interest thereupon have been stopped at the Public Debt Office, Reserve Bank of India, Calcutta, and that application is about to be made for the payment of the discharge value in favour of the proprietor.

The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Signature of the Advertiser—Sd./- Khetaram Khemka.

Residence—P.O. Samastipur, District Darbhanga, Bihar.

LOST, STOLEN OR DESTROYED (As the case may be)

The Government Promissory Notes Nos. CA 086531/32 of the 3 per cent Conversion Loan, 1946 for Rs. 5,000 each, originally standing in the name of Prosad Das Boral & Bros. and last endorsed to Profulla Kumar Mukhopadhaya, Shambhu Charan Mukhopadhaya and Nanibala Debi, the proprietors by whom they were never endorsed to any other person, having been lost, stolen or destroyed, notice is hereby given that payment of the above notes and the interest thereupon have been stopped at the Public Debt Office, Reserve Bank of India, Calcutta, and that application is about to be made for the issue of duplicates in favour of the proprietors. The public are cautioned against purchasing or otherwise dealing with the above-mentioned securities.

Signature of the Advertiser—Profulla Kumar Mukhopadhaya Shambhu Charan Mukhopadhaya, Nanibala Debi.

Residence—Naroua, Chandernagore.

CHANGE OF NAME

Shri Ram Nagina Bhagat, Wagon Chaser, N. E. Railway, Banaras Cantt. Resident of Village Belwar, P.S. Raghunathpur, District SARAN (CHUPRA) has changed his name as Ram Nagina Prasad Maurya which he expressively authorise and request all persons at all times hereafter to designate and address him and his wife, and children accordingly.

RAM NAGINA BHAGAT

Wagon Chaser
N. E. Railway
Banaras Cantt.

CHANGE OF NAME

From Victor Mathews to Harji Singh Bhatia.

NOTICE

Know whomsoever it may concern that I, Harnam Das Sikand, have taken in my business known as Sikand & Company my daughter, Nita Sikand, as a Partner with effect from 1st April 1957.

NOTICE TO CREDITORS

Estate Abdul Azeez Vall Mohamed Chhotani also known as Abdul Azeez Vally Mohamed Chhootani also known as Abdul Aziz Vall Mohamed Chhotani also known as Abdul Aziz Valli Mohamed Chhotani, deceased.

Pursuant to Sections 360 of Act XXXIX of 1925 and 42 of Act XXVIII of 1866 all persons having claims against the estate of the abovenamed deceased late of Chital Gate House, Jetpur, Saurashtra, who died at Jetpur on the 11th November 1948, are hereby required to send full particulars of their claims to Mr. Heramba Nath Bhattacharjee of Nos. 5 & 7, Netaji Subhas Road, Calcutta, the Administrator to the above estate on or before the 15th May 1957, after which date the said Administrator will proceed to distribute the assets without regard to any claims except those of which any notice shall then have been received.

Calcutta, the 3rd April 1957

SANDERSONS & MORGANS

Solicitors for the said Administrator
5 & 7, Netaji Subhas Road
Calcutta